

SERIAL 04061 - ROQ

**SEXUAL PREDATOR MENTAL HEALTH PSYCHOLOGICAL
EVALUATOR – MCSO**

CONTRACT PERIOD THROUGH SEPTEMBER 30, 2007

TO: All Departments

FROM: Department of Materials Management

SUBJECT: Contract for **SEXUAL PREDATOR MENTAL HEALTH PSYCHOLOGICAL
EVALUATOR – MCSO (NIGP 94876)**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **September 22, 2004**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

Wes Baysinger, Director
Materials Management

WT/mm
Attach

Copy to: Clerk of the Board
Stephen Krausnick, MCSO
Sharon Tohtsoni, Materials Management

(Please remove Serial 01164-ROQ from your contract notebooks)

INVITATION FOR APPLICATION/ROQ FOR: **SEXUAL PREDATOR MENTAL HEALTH
PSYCHOLOGICAL EVALUATOR—MCSO (NIGP94876)**

1.0 **INTENT:**

The intent of this solicitation is to identify contractors of record to provide psychologist services for mental health evaluations of incarcerated individuals. The required evaluations are of identified male and female adult inmates and juveniles who have been remanded as adults, to assess whether or not they have a mental disorder as defined in Arizona Revised Statute (A.R.S.) §36-3701. Maricopa County reserves the right to add additional contractors to this contract, as required.

2.0 **SCOPE OF WORK:**

2.1 **SERVICE TASKS:**

Conduct record reviews, clinical interviews and administer selected psychological assessment instruments, and issue written reports using one of the two following parameters (consent to participate/do not consent to participate) as defined below:

2.1.1 **Inmates who do consent to participate in the evaluation process**

2.1.1.1 Conduct a review of the inmate's criminal history and convictions, mental health records and jail and prison activities. Within fifteen (15) days of referral being received, provide a written report of the inmate's condition. Exceptional circumstances may exist, as stipulated by the Sheriff's Office, requiring the Contractor to complete the evaluations and written reports in less than fifteen (15) days. Report(s) will be written according to specifications determined by the Sheriff's Office. Report(s) shall include an opinion, within professional ethics and standards of practice, as to whether or not, to a reasonable degree of psychiatric, psychological or professional certainty, the inmate has a mental disorder as defined in A.R.S. §36-3701 and as a result of the mental disorder, the inmate is likely to engage in a sexually violent offense.

2.1.1.2 Conduct clinical interviews with inmates. This will require the contractor to travel to Detention Facilities located within Maricopa County. In addition, there are future jails scheduled to be opened that the vendor will also be expected to provide service. Listed below are the current Maricopa County Detention Facilities:

Durango Jail
3225 W. Gibson Lane
Phoenix, AZ 85009

Estrella Jail
2939 W. Durango Street
Phoenix, AZ 85009

Madison Street Jail
225 W. Madison
Phoenix, AZ 85003

Towers Jail
3127 W. Durango Street
Phoenix, AZ 85009

Avondale Jail
920 E. Van Buren
Avondale, AZ 85323

Tent Facility
2939 W. Durango
Phoenix, AZ 85009

Mesa Jail
1840 S. Lewis Drive
Mesa AZ 85210

2.1.1.3 Psychological testing or screening. Typical examples include Minnesota Multiphasic Personality Inventory I (MMPI-II), Multiphasic Sex Inventory II (MSI-II), Millon Clinical Multiaxial Inventory III (MCMI-III) based on specific characteristics of the inmate.

2.1.1.4 With prior Sheriff's Office approval, administer and interpret additional test instruments.

2.1.2 Inmates who do not consent to participate in the evaluation process

2.1.2.1 Conduct a review of the inmate's criminal history and convictions, mental health records and jail and prison activities. Within fifteen (15) days of referral being received, provide a written report of the inmate's condition. Exceptional circumstances may exist, as stipulated by the Sheriff's Office, requiring the Contractor to complete the evaluations and written reports in less than fifteen (15) days. The report will be written according to specifications determined by the Sheriff's Office. The report shall include an opinion, within professional ethics and standards of practice, as to whether or not, to a reasonable degree of psychiatric, psychological or professional certainty, the inmate has a mental disorder as defined in A.R.S. §36-3701 and as a result of the mental disorder, the inmate is likely to engage in a sexually violent offense.

2.1.3 Conduct pre-trial briefings with County Attorney and Sheriff's Office staff.

2.1.4 Expert testimony in court, if required. Prior to court testimony the contractor is not precluded from being interviewed by the defense. Expenses incurred by the contract for such interviews shall not be reimbursed by the Sheriff's Office.

2.1.5 Consult with County Attorney and Sheriff's Office staff as required.

2.2 CONTRACT FEE/COMPENSATION RATE

2.2.1 Fixed flat fee(s) for evaluations as defined herein, are as stated below:

Record review. (inmates who do not consent to participate)	\$300.00/each
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Personal interviews, evaluations and record review. (inmates who do consent to participate)	\$800.00/each
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2.2.2 The following services are to be provided free of charge:

Consultation with County Attorney and Sheriff's Office personnel.

Pretrial consultations with either the County Attorney or Defense Counsel personnel.

Court testimony.

2.2.3 No mileage allowance shall be provided or allowed.

2.2.4 Requests for fee/rate increases shall be submitted to the Maricopa County Sheriff's Office. No request shall be incorporated without approval of Maricopa County Materials Management. Requests for fee increases shall be considered only for incorporation at the anniversary date or contract renewal date of the contract. In no case will the contract fee rate increase exceed the current Consumer Price Index (CPI). Fee/rate increases are at the discretion of the County and are not guaranteed.

2.3 SPECIAL PRIVACY REQUIREMENTS

2.3.1 The completed evaluation reports shall be normally picked up/retrieved by Sheriff's Office personnel (SVPCC) at the contractor's business location. If Sheriff's Office

personnel are unable to pick up the report the contractor will be instructed to mail by registered or express mail the report to:

Maricopa County Sheriff's Office
Commander - Sexually Violent Persons Civil Commitment Division
225 West Madison
Phoenix, AZ 85003

2.4 MINIMUM PROFESSIONAL QUALIFICATIONS

2.4.1 Evaluator providers shall have a combination of education, training and experience in the evaluation of sexual deviants. To qualify to provide sex offender evaluation applicants must minimally meet all of the following criteria:

2.4.1.1 Education. The evaluator shall possess an advanced degree (Ph.D. or higher) in one of the behavior sciences, including but not limited to, psychology, sociology, human sexuality, social work, criminology, counseling or psychiatry from an educational institution accredited through a recognized association such as the North Central Association.

2.4.1.2 Licensure. While there is no certification specifically for sex offender treatment and evaluation in the State of Arizona, psychologists shall be licensed by the Arizona State Board of Psychologist Examiners.

2.4.1.3 Experience. The evaluator must have demonstrated competency in providing a minimum of 2,000 hours of clinical service within the past five years, specifically in the areas of evaluation of sex offenders, at least half of which shall have been face to face therapy/interviews with clients who have perpetrated sexual abuse.

2.4.1.4 Competency Areas. The evaluator shall have completed training courses and/or gained significant experience in a majority of the following areas as they pertain to the evaluation of sex offenders: Counseling and Psychotherapy, Personality Theory and Disorders, Etiology of Sexual Deviance, Psychological Measurements and Human Sexuality.

2.4.1.5 Evaluators who have contact with inmates and/or records under the supervision or jurisdiction of the MCSO pursuant to this contract must submit to a security clearance and background check by MCSO. The background check may include a criminal records check. Background check will be carried out by MCSO at the County's expense. Security clearance process also includes a no cost security class. The jail entry badges will be created at this time also. The decision of the MCSO as to the eligibility of the employee for contact with inmates or records as stated above is final and is not appealable. Pursuant to state law, the information derived from the background check cannot be divulged to the evaluator or any other unauthorized party.

2.5 METHOD OF PAYMENT

2.5.1 Contractor shall submit a statement or invoice for services performed, broken down by facility, by the 15th of each month.

2.5.2 Subject to the availability of funds, County will, within thirty working days from the date of receipt of the documents enumerated herein, process and remit to the Contractor, a warrant for payment. Should County make a disallowance in the claim, in whole or in part, the contractor may dispute the disallowance.

2.5.3 The Contractor understands and agrees that County will not honor any claim for payment submitted six months after date of service. The Contractor understands and agrees that

County will not process any claim for payment for services rendered prior to the Expiration Date submitted 60 days after the Expiration Date without the approval of the Administrator.

2.6 SPECIAL REQUIREMENTS FOR WORKING ON JAIL PREMISES

- 2.6.1 When the contractor is required to travel to various jail sites where the inmate(s) is incarcerated to interview or administer evaluations and psychological testing, the contractor shall coordinate these visits with the SVPCC staff in order for jail staff to assure that the inmate is available and present for the evaluation.
- 2.6.2 Contractor shall comply with all necessary rules and regulations of Maricopa County Jails relative to the provision of contracted services with detention facilities. Any allegations of non-compliance with Maricopa County Jail rules, policy, and/or procedure, or other misconduct shall be subject to investigation. Every person entering the jail premises is subject to search in accordance with state law.
- 2.6.3 Contractor shall be provided a copy of applicable state laws and County policy pertinent to the rules of contraband and illegal activity by the Sheriff's Sexually Violent Persons Civil Commitment Commander.
- 2.6.4 The Sheriff's Sexually Violent Persons Civil Commander shall keep the Contractor fully informed of County policies, procedures, and activities that have bearing on the Contractor fulfilling assigned obligations under this Agreement, including all security requirements relative to the provisions of contracted services within a jail.
- 2.6.5 The County shall coordinate all administrative processes regarding security clearance for the Contractor, to provide access to the designated County Jail.

3.0 SPECIAL TERMS & CONDITIONS:

3.1 CONTRACT LENGTH:

This Invitation for Bids is for awarding a firm, fixed price purchasing contract to cover a three (3) year period.

3.2 OPTION TO EXTEND:

The County may, at their option and with the approval of the Contractor, extend the period of this Contract up to a maximum of three (3), one (1) year options. The Contractor shall be notified in writing by the Materials Management Department of the County's intention to extend the contract period at least thirty (30) calendar days prior to the expiration of the original contract period.

3.3 LANGUAGE FOR REQUIREMENTS CONTRACTS:

Contractors signify their understanding and agreement, by signing this document, that the contract resulting from this bid will be a requirements contract. However, this contract does not guarantee that any purchases will be made. It only indicates that if purchases are made for the services contained in this contract, that they will be purchased from the Contractor awarded that item. Orders will only be placed when a need is identified by the Using Agency or Department and proper authorization and documentation have been approved.

3.4 ESCALATION:

Any request for reasonable price adjustments must be submitted thirty (30) days prior to the Contract expiration date. Justification for the requested adjustment in cost of labor and/or materials must be supported by appropriate documentation and fall within the Producer Price Index for the commodity. Increases are subject to approval in writing by the Materials Management Department prior to any adjusted invoicing being submitted for payment.

3.5 EVALUATION CRITERIA:

The evaluation of this ROQ will be based on, but not limited to, the following:

- 3.5.1 Qualifications
- 3.5.2 Experience
- 3.5.3 Determination of responsibility

3.6 ORGANIZATION - EMPLOYMENT DISCLAIMER:

The Contract is not intended to constitute, create, give rise to or otherwise recognize a joint venture contract or relationship, partnership or formal business organization of any kind, and the rights and obligations of the parties shall be only those expressly set forth in the Contract.

The parties agree that no persons supplied by the Contractor(s) in the performance of obligations under the contract are considered to be County employees, and that no rights of County civil service, retirement or personnel rules accrue to such persons. The Contractor(s) shall have total responsibility for all salaries, wages, bonuses, retirement withholdings, workmen's compensation, other employee benefits and all taxes and premiums appurtenant thereto concerning such persons, and shall save and hold the County harmless with respect thereto.

3.7 FACILITIES:

During the course of this Agreement, the County shall provide the Contractor's personnel with adequate workspace for consultants and such other related facilities as may be required by Contractor to carry out its obligation enumerated herein.

3.8 INDEMNIFICATION AND INSURANCE:

3.8.1 **INDEMNIFICATION**

To the fullest extent permitted by law, CONTRACTOR shall defend, indemnify, and hold harmless **COUNTY**, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including, but not limited to, attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the acts, errors, omissions or mistakes relating to the performance of this Contract. **CONTRACTOR'S** duty to defend, indemnify and hold harmless **COUNTY**, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property, including loss of use resulting therefrom, caused by any acts, errors, omissions or mistakes in the performance of this Contract including any person for whose acts, errors, omissions or mistakes **CONTRACTOR** may be legally liable.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

3.8.2 **Abrogation of Arizona Revised Statutes Section 34-226:**

In the event that A.R.S. § 34-226 shall be repealed or held unconstitutional or otherwise invalid by a court of competent jurisdiction, then to the fullest extent permitted by law, **CONTRACTOR** shall defend, indemnify and hold harmless **COUNTY**, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or resulting from **CONTRACTOR'S** work or services. **CONTRACTOR'S** duty to defend, indemnify and hold harmless, **COUNTY**, its agents, representatives, officers, directors, officials and

employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, injury to, impairment or destruction of property including loss of use resulting therefrom, caused in whole or in part by any act or omission of **CONTRACTOR**, anyone **CONTRACTOR** directly or indirectly employs or anyone for whose acts **CONTRACTOR** may be liable, regardless of whether it is caused in part by a party indemnified hereunder, including **COUNTY**.

The scope of this indemnification does not extend to the sole negligence of **COUNTY**.

3.8.3 **Insurance Requirements.**

CONTRACTOR, at **CONTRACTOR'S** own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++6. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of **COUNTY**. The form of any insurance policies and forms must be acceptable to **COUNTY**.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of **COUNTY**, constitute a material breach of this Contract.

CONTRACTOR'S insurance shall be primary insurance as respects **COUNTY**, and any insurance or self-insurance maintained by **COUNTY** shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect **COUNTY**.

The insurance policies may provide coverage, which contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to **COUNTY** under such policies. **CONTRACTOR** shall be solely responsible for the deductible and/or self-insured retention and **COUNTY**, at its option, may require **CONTRACTOR** to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

COUNTY reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. **COUNTY** shall not be obligated, however, to review such policies and/or endorsements or to advise **CONTRACTOR** of any deficiencies in such policies and endorsements, and such receipt shall not relieve **CONTRACTOR** from, or be deemed a waiver of **COUNTY'S** right to insist on strict fulfillment of **CONTRACTOR'S** obligations under this Contract.

The insurance policies required by this Contract, except Workers' Compensation, shall name **COUNTY**, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

The policies required hereunder, except Workers' Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against **COUNTY**, its agents, representatives, officers, directors, officials and employees for any claims arising out of **CONTRACTOR'S** work or service.

3.8.3.1 **Commercial General Liability.** **CONTRACTOR** shall maintain Commercial General Liability Insurance (CGL) and, if necessary, Commercial Umbrella Insurance with a limit of not less than \$1,000,000 for each occurrence with a

\$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00 01 10 93 or any replacements thereof. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

The policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, or any provision which would serve to limit third party action over claims.

The CGL and the commercial umbrella coverage, if any, additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form CG 20 10 10 01, and shall include coverage for **CONTRACTOR'S** operations and products.

3.8.3.2 Automobile Liability. **CONTRACTOR** shall maintain Automobile Liability Insurance and, if necessary, Commercial Umbrella Insurance with a combined single limit for bodily injury and property damage of no less than \$1,000,000, each occurrence, with respect to **CONTRACTOR'S** vehicles (including owned, hired, non-owned), assigned to or used in the performance of this Contract. If hazardous substances, materials, or wastes are to be transported, MCS 90 endorsement shall be included and \$5,000,000 per accident limits for bodily injury and property damage shall apply.

3.8.3.3 Workers' Compensation. **CONTRACTOR** shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of **CONTRACTOR'S** employees engaged in the performance of the work or services, as well as Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

CONTRACTOR waives all rights against **COUNTY** and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by **CONTRACTOR** pursuant to this agreement.

In case any work is subcontracted, **CONTRACTOR** will require the Subcontractor to provide Workers' Compensation and Employer's Liability insurance to at least the same extent as required of **CONTRACTOR**.

3.8.4 Certificates of Insurance.

3.8.4.1 Prior to commencing work or services under this Contract, Contractor shall have insurance in effect as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall be made available to the County upon 48 hours notice. **BY SIGNING THE AGREEMENT PAGE THE CONTRACTOR AGREES TO THIS REQUIREMENT AND FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF CONTRACT.**

In the event any insurance policy(ies) required by this contract is(are) written on a "claims made" basis, coverage shall extend for two years past completion and

acceptance of **CONTRACTOR'S** work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to **COUNTY** fifteen (15) days prior to the expiration date.

3.8.4.2 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

3.9 INQUIRIES AND NOTICES:

All inquiries concerning information herein shall be addressed to:

MARICOPA COUNTY
DEPARTMENT OF MATERIALS MANAGEMENT
ATTN: CONTRACT ADMINISTRATION
320 W. LINCOLN ST.
PHOENIX, AZ 85003

Administrative telephone inquiries shall be addressed to:

WILLIAM THORNTON, PROCUREMENT CONSULTANT, 602-506-3248
(bthornto@mail.maricopa.gov)

Technical telephone inquiries shall be addressed to:

STEPHEN KRAUSNICK, MCSO PROCUREMENT, 602-876-3409

Inquiries may be submitted by telephone but must be followed up in writing. No oral communication is binding on Maricopa County.

3.10 INSTRUCTIONS FOR PREPARING AND SUBMITTING BIDS:

Bidders are to provide one (1) original "hard copy" (identified) as "ORIGINAL" and one (1) copy (identified) as "COPY". Bidders are to identify their responses with the bid serial number, title and return address to Maricopa County, Department of Materials Management, 320 West Lincoln, Phoenix, Arizona 85003. **A corporate official who has been authorized to make such commitments must sign bids.**

BILTMORE EVALUATION AND TREATMENT SERVICES, 2345 E THOMAS RD STE 275, PHOENIX, AZ 85016

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: ☒ YES ☐ NO

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: ☒ YES ☐ NO

PRICING SHEET P080404/B0604231/NIGP 94876

PRICING:

TASK/ITEM DESCRIPTION	TASK UNIT PRICE
1. RECORD REVIEW (inmates who do not consent to participate)	<u>\$300.00/each</u>
2. PERSONNEL INTERVIEWS, EVALUATIONS AND RECORD REVIEW (inmates who do consent to participate)	<u>\$800.00/each</u>

Contractor signature indicates agreement with the pre-determined hourly rate referenced above.

<u>John Toma</u>	<u>05/17/04</u>
Signature	Date

Terms:	Net 30
Federal Tax ID Number:	86-1036985
Vendor Number:	861036985
Telephone Number:	602/957-8822
Fax Number:	602/975-0777
Contact Person:	John Toma
E-mail Address:	jjtoma_bets@qwest.net
Company Web Site:	www.biltmoreevaluation.com (under construction)
Certificates of Insurance	Required
Contract Period:	To cover the period ending September 30, 2007.